



West Virginia Parkways Authority

REQUEST FOR QUOTATIONS

The West Virginia Parkways Authority will receive sealed proposals for the following:

LANDSCAPING SERVICES FOR TAMARACK: THE BEST OF WEST VIRGINIA

Proposals will be received at the office of the WV Parkways Authority, Administration Building, 3310 Piedmont Rd, Charleston, WV until **2PM on Thursday, March 26, 2015**. If proposals are mailed via the U. S. Postal Service regular mail, they must be addressed to the WV Parkways Authority, P. O. Box 1469, Charleston, WV 25325. This mail is picked up by the Authority once a day between 7:00 and 8:00 a.m. However, Drop-Off, Express Mail One Day Service, Federal Express, United Parcel Service (UPS), etc. must be delivered / sent to the WV Parkways Authority, 3310 Piedmont Rd., Charleston, WV 25306. Fax bids will not be accepted.

It shall be the bidders' responsibility to determine their method of transmittal such that their bids will arrive in the Authority's office prior to the scheduled bid opening. The Authority cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Late submissions will not be accepted and will remain unopened. Any proposal received after the proposal opening date and time will be immediately disqualified in accordance with applicable law and administrative rules and regulations applicable to the Authority.

All proposals **must** be enclosed in a sealed envelope. The outside of the envelope must include the name and address of the proposer and clearly marked as follows:

ATTN: PURCHASING DEPARTMENT

RFQ: LANDSCAPING SERVICES FOR TAMARACK: THE BEST OF WEST VIRGINIA

BID OPENING DATE: 3/26/15

Specifications are available at www.wvturnpike.com

The West Virginia Parkways Authority reserves the right to reject any and/or all proposals. Prospective vendors are responsible for all toll charges incurred while providing goods or services to the West Virginia Parkways Authority.

The WVPA is an Equal Opportunity Employer.

LANDSCAPING SERVICES FOR TAMARACK

SECTION ONE: GENERAL INFORMATION

1.1 General

The West Virginia Parkways Authority is requesting quotations for annual landscaping services at TAMARACK: *The Best of West Virginia* facility located off Exit 44/45 off Van Kirk Drive.

By signing and submitting its bid, the successful vendor agrees to be bound by all the terms and conditions contained in this Request for Quotation.

1.2 Compliance with Laws and Regulations

The successful vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State and local laws and all regulations and ordinances of any regulating body.

The vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon the contract shall be borne by the vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of this contract.

1.3 Vendor Qualifications

Vendors must demonstrate that they are fully qualified to perform the work outlined herein. As a minimum, the contractor must:

- Have on staff a West Virginia licensed Commercial Pesticide Applicator in Category 4A;
- Have on staff a West Virginia certified Professional Horticulturist or Landscape Industry Certified Manager; and
- Provide at least two references of services performed of similar scope and size.

In lieu of having the certified and licensed personnel on staff, the vendor may subcontract these services. If these services are to be subcontracted, the vendor must include a letter of commitment from the subcontractor when submitting this bid.

The vendor is required to submit proof of qualification with his bid package for either his staff or, if subcontracted, the subcontractor's staff. Legible copies of certificates and licenses will suffice for proof of qualification

1.4 Inquiries

Inquiries regarding this RFQ must be submitted in writing to the West Virginia Parkways as follows:

Margaret Vickers, Director of Purchasing
West Virginia Parkways Authority
Tel: 304 926-1900
mvickers@wvturnpike.com

Deadline for inquiries: Friday, March 20th, 2015

1.5 Addenda

If it becomes necessary to revise any part of this RFQ, an official written addendum will be issued by the Director of Purchasing. Addendums will be posted to the Authority's website www.wvturnpike.com. Changes to request for quotations may be posted to this web page at any time. It is the bidder's responsibility to check back daily to see if any addenda have been posted.

1.6 Statements and Commitments

The vendor must clearly understand that any verbal representation made or assumed to be made during any oral discussion held between the vendor's representative and any Parkways/Tamarack personnel is not binding. Only the information issued in writing and added to the RFQ by an official written addendum is binding.

SECTION TWO: PROJECT SPECIFICATIONS

The areas to be serviced is directly around Tamarack and the Tamarack Conference Center. The contractor will be responsible to get all landscaping in the designated areas in first-rate condition including shrubs, trees, flower beds, flowers and other plantings. After the initial clean-up Tamarack will manage the removal of weeds, leaves, debris and all undesirable vegetation.

Tamarack desires to give visitors a "handshake" and have a "WOW" factor when approaching the front entrance. It is Tamarack's wish that plants be very colorful through the Spring, Summer and Fall seasons.

It is also Tamarack intention that the contractor's design is to use, adapt and complement existing plants and flowers.

Tamarack desires to engage a contractor who will bring an ownership attitude to this project. Tamarack presents an image to the many out of state patrons that travel the Turnpike, and Tamarack wishes to showcase its grounds for West Virginia. As a minimum the contractor will perform the services described in section 2.1 through 2.5 below.

By his own choice the contractor may elect to perform more than the minimum tasks outlined below in order to enhance the appearance of the grounds. No additional compensation will be paid for such additional tasks performed unless they are agreed to by Tamarack prior to performing the work and the work has been officially authorized by a formal contract amendment.

All work is to be performed Monday through Thursday, with unrestricted hours, and until noon on Friday. No work can take place at Tamarack on weekends or holidays.

If a proposed bidder would like a walk thru please contact Robin Watson at Tamarack. Please call 304 256-6843 x107 or by email rwatson@tamarackwv.com. A walk through date prior to the bid opening must be done before close of business Friday March 20th, 2015 during normal business hours.

2.1 Spring Cleanup and Enhancement

The spring cleanup items listed below shall be conducted initially by the contractor and then maintained by Tamarack after the initial clean-up.

1. Remove all fallen branches, leaves, weeds, undesirable vegetation and other debris within the curb line.
2. Remove, as required, and replace mulch in all mulched areas to maintain an approximate 2" depth of mulch. Brown hardwood mulch is desirable, but will consider alternate color.
3. As appropriate, prune all trees and shrubs.
4. Edge around plant beds, sidewalks and curbs.
5. Remove all debris from decorative planters.

2.2.1 Flowers

1. Flowers are to be planted at the designated areas at each designed area as follows:
 - a. Spring and Summer annuals and perennials, including decorative planters (two (2) at Front Entrance and two (2) on Terrace at the Conference ; are to be planted by the close of business on the Wednesday immediately preceding the Memorial Day weekend.

2.3 Weed Control and Nutrients in Contractors Identified Areas

1. In early spring, if needed provide crabgrass control, slow release fertilizer and broadleaf weed control.
2. Once each spring, aerate all lawn areas, to include dragging after aeration to break up cores. Also, add gypsum around sidewalk areas to neutralize salt.
3. In spring at least one over seeding is mandatory. Special attention should be given to sidewalk areas, or areas showing signs of thinning or brown patch.
4. In spring, approximately six weeks after completion of Task 1, provide crabgrass control, slow release fertilizer and broadleaf weed control.
5. In late spring/early summer, approximately six weeks after completion of Task 4, provide crabgrass control, slow release fertilizer and broadleaf weed control.
6. In early fall, provide complete lawn nutrients and control broadleaf weeds. This task is to be completed October 1.

7. Soil tests are to be performed at least once annually. Preferably this task is to be completed in August.
8. Lime applications shall be completed each fall based on the results of testing completed in Task 7. This task shall be completed by October 1.

All herbicides and pesticides are to be applied by a properly trained and licensed technician. Due to heavy pedestrian traffic, they must be applied prior to 8:30 am. On the day that the herbicides or pesticides are applied, the contractor is to place signs in the appropriate areas notifying the public of their application.

2.4 Weekly Landscape Services (Tamarack)

Tamarack Maintenance Personnel is responsible for the following duties after initial clean-up:

1. Mow grass.
2. Trim around walks, curbs and flower beds.
3. Remove weeds and debris from contractor's identified areas.
4. Blow all debris and clippings from sidewalks, patios, roadways and mulch beds.

2.5 Tree and Shrub Maintenance

1. Ornamental fertilizer is to be applied annually to all trees and shrubs.
2. Proactively, throughout the growing season, from early spring to mid-fall, the contractor is to inspect ornamental trees and shrubs for disease and insects. At least six (6) inspections are to be performed. If needed, the trees and shrubs shall be treated to control and eradicate the disease or insects. If a tree or shrub should contract a disease that cannot be controlled by spraying, the contractor is to notify Tamarack, and collaboratively Tamarack and contractor will decide how to remove and replace the tree or shrub.
3. Pruning of ornamentals shall be performed as needed. The contractor will only be responsible for pruning to a maximum height of 10 feet above ground level. The task is to be performed at least once in early spring (Task 3), and in the fall as needed to maintain a healthy and attractive plant.

2.6 Optional Services

Major landscape upgrades and renovations are outside the scope of this contract. During the life of this contract should Parkways/Tamarack determine the need to improve or upgrade its landscaped areas, it may elect to have the contractor perform said work. If so, Parkways/Tamarack will negotiate the cost for such work and issue a contract amendment. Any amendment to perform such work will comply with WV Division of Labor Wage Rates and Prevailing Wage and the State of WV Purchasing regulations.

2.7 Warranty

The contractor shall warrant all work performed. The warranty shall cover items such as but not limited to:

- Flowers, trees and shrubs that are planted by the contractor,
- Damage of grass, flowers, trees and shrubs caused by the contractor's application of pesticides or herbicides.

SECTION THREE: TERMS AND CONDITIONS

3.1 Term of Contract

This will be a three-year contract with two one-year renewals for a total of 5 years. At its sole discretion Parkways/Tamarack has the right to cancel this contract at any time for convenience. If Parkways/Tamarack should elect to cancel the contract, Parkways/Tamarack will give the contractor 30 days prior notification of the effective date of cancellation. The contractor will complete all required work up to the day of cancellation, and Tamarack will pay the contractor for all services rendered through that date.

3.2 Invoicing and Payment

The contractor is to provide a lump-sum bid to accomplish the annual scope of work specified in Section Two for the first year only.

The contractor may invoice Tamarack either once or twice per month. If invoicing is done once per month, it is to be at the end of each month. If invoicing is every two weeks, then it is to be on the 15th day of the month and at the end of the month.

Each invoice is to be accompanied by a detailed list of work tasks completed for the invoiced period referencing the Task number in Section Two. The contractor's project manager is to maintain regular communications with Tamarack's designee informing the designee of upcoming work to be performed. Tamarack will inspect the contractor's work periodically to assure that work is being performed in accordance with the specifications herein. If Tamarack deems that the work has been completed satisfactorily, Tamarack will issue prompt payment for the invoice amount.

3.3 Price Adjustment

The lump sum price bid for the first year of service will remain firm for a period of one year from the initial date of contract. The Parkways Authority/Tamarack may consider a price adjustment to the contract for the second year, and each anniversary date thereafter, provided that such adjustment covers both upward and downward movement of the commodity price, and that the adjustment is based on the "pass through" increase or decrease of raw materials and/or labor which make up all or a substantial part of the service. Adjustments are to be based upon an actual dollar figure, not a percentage. All price adjustment requests must be substantiated in a

manner acceptable to the Director of Purchasing, e.g. government bench marks, general market increase, published price lists. Such request for an increase should be received in writing by the Director of Purchasing at least 30 days in advance of the effective price adjustment. Tamarack may either accept the price adjustment and amend the contract accordingly or reject the adjustment in its entirety and cancel the contract. Price adjustments will not be made more often than once annually.

3.4 Insurance Requirements

The contractor is required to have in place the following insurance coverage. Proof of insurance is required before any work can commence on the project, and said coverage is to be kept current at all times.

A. Contractors General Liability Insurance

The Contractor shall maintain commercial general liability (CGL) coverage with limits not less than:

General Aggregate	\$2,000,000
Products Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence*	\$1,000,000
Fire Damages	\$ 50,000
Medical Expense Limit	\$ 5,000

The CGL shall be written on ISO occurrence form OG 00 01, or equivalent, and shall cover liability arising from premises-operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage whenever work involving these exposures is undertaken. The CGL policy shall include endorsements that amend the aggregate limits of insurance to be applicable to each construction project separately.

Contractor shall furnish an Acord Form 25-S Certificate of Insurance, or its equivalent, with a 30-day notice of cancellation provisions to evidence this CGL coverage.

B. Employers Liability Insurance

The Contractor shall also give evidence of insurance for Employer's Liability insurance, with a 30-day notice of cancellation. The employer's Liability policy must include coverage to protect the contractor for claims brought under Section 23-4-2 of West Virginia Code. The limits of insurance under this section shall be as follows:

Each accident	\$1,000,000
Each disease	\$1,000,000
Each disease/employee	\$1,000,000

Evidence of this coverage can be set forth on the Acord 25-S

C. Countersignature of West Virginia Agent

The policy or policies of Insurance required must be countersigned by an Agent Licensed in West Virginia, in accordance with the applicable statute of the State of West Virginia.

All certificates of insurance used to verify the policies issued must be endorsed by an Agent Licensed in West Virginia. Such endorsement must include the printed name, street address, city, zip code and West Virginia license number of the Agent.

D. General

The Contractor shall procure and maintain at his own expense, until acceptance by WV Parkways Authority, insurance for liability for damages imposed by law and assumed under this Contract, of the kinds and in the amounts herein provided, with insurance companies authorized to do business in the State. Before commencing the work, certificates of insurance together with declaration pages in satisfactory form shall be submitted to WV Parkways Authority showing that he and all of his subcontractors have complied with this Subsection. The certificate or certificates and declaration pages shall provide that the policies shall not be changed or canceled until 30 days' notice has been given to the Parkways Authority. All certificates and notices of cancellation or change shall be mailed to Gregory C. Barr, West Virginia Parkways Authority, P. O. Box 1469, Charleston, WV 25325. Upon request, the Contractor shall furnish Parkways Authority with a certified copy of each policy, including the provisions establishing premiums.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude Tamarack from taking such other actions as are available to it under any other provision of this Contract or otherwise in law.

The above required CGL Insurance shall name as additional insured's West Virginia Parkways Authority/Tamarack, the Engineer and his consultants and each of their officers, agents and employees.

The insurance policy shall be endorsed to include Broad Form Properly Damage, Contractual Liability, Completed Operations and Independent Contractors.

E. Worker's Compensation and Employers Liability Insurance

The Contractor shall provide:

1. Worker's Compensation Insurance – In accordance with the requirements of the laws of the State of West Virginia and shall include an all states endorsement to extend coverage to any state, which may be interpreted to have legal jurisdiction.
2. Employers Liability Insurance – Limit of not less than \$500,000 for each accident.

F. Excess Protection and Indemnity

This insurance shall have a minimum limit of \$1,000,000.

G. Umbrella Liability

This insurance shall have a minimum limit of \$1,000,000. The above required Umbrella Liability Insurance shall name as additional insured Tamarack, the Engineer and his consultants and each of their officers, agents, and employees.

3.5 Conflict of Interest

Vendor affirms that neither it nor its representatives have any interest nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to Tamarack.

SECTION FOUR: INSTRUCTION FOR SUBMITTING BIDS

4.1 Bid Quotation Page

The vendor is to submit a lump-sum bid for only the first year of the contract. The bid is to include all landscaping. The lump sum bid will include all labor, equipment, flowers shown in Attachment I and Attachment IA, fertilize, pesticides, and all other costs required to execute the scope of work herein. The vendor is to complete the Bid Quotation Page included as Attachment II to this document.

4.2 References

The vendor is to supply at least two references of landscaping services that are similar in scope and size to the services outlined herein. This information is to be included on the Bid Quotation Page.

4.3 Exceptions

If the vendor takes exception to any of the specifications, scope of work, or terms and conditions outlined herein, he is to identify such exceptions on a separate page, marked "Exceptions". Tamarack will consider said exceptions when it evaluates the bids.

4.4 License and Certifications

The vendor is to provide copies of required license and certifications.

4.5 Vendor Registration

Vendors participating in this bid process should complete and file a Vendor Registration and Disclosure Statement (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a bid, but the successful bidder must register and pay the fee prior to the award of the contract.

ATTACHMENT I
Flower Quantities and Planting Schedule

	Area of Flowers to be Planted by Type		
		Winter	Summer
Tamarack Areas 1-4	See Below	Contractor's preference	Annuals/Perennials
Conference Center Area 5	See Below	Contractor's preference	Annuals/Perennials
Area 6 Herb Garden	See Below	Contractor's preference	Annual/Perennials Incorporate existing

(See Attached Photos)

Area 1: Around signage at the Tamarack Entrance off Van Kirk Drive.

Area 2: Front of Tamarack Main Entrance.

- Tamarack's intention is to have a "WOW" factor when visitors approach the front entrance. A lot of color through the Spring, Summer and Fall Seasons.

Area 3: Tri-angle across from drive in front of Tamarack Main Entrance

Area 4: Center Courtyard inside Tamarack.

Area 5: Conference Center.

- Left and right side of the Canopy Walkway at Entrance.
- Area along windows at Pre-function.
- Area to the right containing fountain.

Area 6: Herb Garden at side entrance.

Requirements for Flower Plantings

1. The contractor will be responsible for planting the total square feet of flowers shown in the above table.
2. Tamarack shall designate the locations for the flowers. The square footage may not be contiguous and may consist of several locations within the area under the scope of this contract.
3. Flowers should be 6-inch pots of well-established plants full and ready to plant. Small flower pots will not be accepted.
4. Flowers are to be planted by the dates listed in Section 2.2.

**ATTACHMENT IA
Decorative Planters**

	Number of planters	Annuals	Other
Tamarack	2	Minimum : _3_ - 1 gal. pots _2_ - 6" pots	14-14-14 Fertilizer Mulch
Conference Center	2	Minimum : _3_ - 1 gal. pots _2_ - 6" pots	14-14-14 Fertilizer Mulch
		Or at the Contractors deseccration	

Tamarack will take care of general maintenance of landscaping such as leaf removal and grass cutting.

Requirements for Decorative Pot Plantings

1. The contractor will be responsible for planting all decorative planters with the minimum quantities of flowers shown in the above table.
2. The variety of annuals should be the same for each location.
3. Flowers must be 6-inch or 1 gallon pots of well-established plants full and ready to plant.
4. Planters shall be fertilized and mulched after planting. Mulch shall be brown hardwood mulch unless Tamarack approves /requests a different color.
5. Flowers are to be planted by the dates listed in Section 2.2.

ATTACHMENT II
Bid Quotation Page

I. Quote

To perform the first year of annual landscaping services specified in Section Two of this RFQ,

Company Name _____

Address _____

Phone Number _____

Email Address _____

Contact _____

Signature _____

TOTAL LUMP SUM AMOUNT \$ _____.

II. References

Provide two references of work similar in scope and size.

1. _____

2. _____

III. Exceptions

List any exceptions to the specifications, terms and conditions outlined in the RFQ on a separate page. Page must be marked "Exceptions".

IV. License and Certifications

Provide copies of appropriate license and certifications as required by Section 1.3.

V. Vendor Registration – Mark One

____ Vendor is registered to do work for the State of West Virginia. No. _____

____ Vendor will acquire proper registration if selected to perform this project.

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____

Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20____.

My Commission expires _____, 20____.

AFFIX SEAL HERE NOTARY PUBLIC _____

Purchasing Affidavit (Revised 12/15/09)

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. Tamarack may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the West Virginia Code.
7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the Legislative Rules shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
13. HIPAA Business Associate Addendum - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONSTO BIDDERS

1. Use the quotation forms provided by Tamarack.
 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Director may waive minor deviations to specifications.
 3. Complete all sections of the quotation form.
 4. Unit prices shall prevail in cases of discrepancy.
 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
 6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.
- Rev. 9/25/07

TAMARACK: *The Best of West Virginia*

STATE OF WEST VIRGINIA

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37 (Does not apply to construction contracts).

West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

A. Application is made for 2.5% preference for the reason checked:

____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification;

or

____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;

or

____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification.

B. Application is made for 2.5% preference for the reason checked:

____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid;

or

____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid.

Bidder understands if the Secretary of Tax & Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order issued; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order. By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Tax & Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ **Signed:** _____

Date: _____ **Title:** _____

*Check any combination of preference consideration(s) in either "A" or "B", or both "A" and "B" which you are entitled to receive. You may request up to the maximum of 5% preference for both "A" and "B".